



DEPARTMENT OF THE NAVY
NAVY RECRUITING COMMAND
5722 INTEGRITY DR.
MILLINGTON, TENNESSEE 38054-5057

IN REPLY REFER TO:

5720
Ser 00J/14537
November 14, 2014

Heather Brondi
EPIC.ORG
1718 Connecticut Avenue NW
Washington, DC 20009

Dear Ms. Brondi:

This letter is in response to your Freedom of Information Act (FOIA) request, which was dated July, 2009. We received a referral for information on October 30, 2014. The documents submitted to us for release involve a Memorandum of Agreement for Usage of Joint Advertising, Market Research and Studies (JAMRS) Data.

A releasable copy of the responsive report is enclosed. The redactions made in the documents are based on FOIA exemption (b)(7)(c) [5 U.S.C. § 552 (b)(7)(c)]. They authorize the Government to withhold names and other personal information concerning individuals.

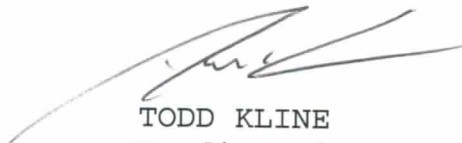
Because your request has been partially denied, you are advised of your right to appeal this determination in writing to the Office of the Judge Advocate General, OJAG Code 14, 1322 Patterson Avenue SE Suite 3000, Washington Navy Yard, DC 20374-5066.

If the submission of an appeal is deemed necessary, it must be received in that office within 60 calendar days from the date of this letter, in order to be considered. To expedite an appeal, you should enclose a copy of this letter and a copy of the original request along with a statement regarding why your appeal should be granted. The letter of appeal and the envelope should bear the notation, "FOIA/PA APPEAL."

No assessable Privacy Act fees were incurred during the processing of your request by this command.

I am the official responsible for the partial denial of your request. Should you wish to discuss this matter, you may contact me at (901) 874-9111.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Kline', with a long horizontal flourish extending to the right.

TODD KLINE
By direction

Memorandum of Agreement

RE: Usage of Joint Advertising, Market Research & Studies (JAMRS) Data

This Memorandum of Agreement (MOA) details the terms and conditions that apply to, and govern the use of, all data provided by JAMRS to the **US NAVY RECRUITING COMMAND**, its personnel, advertising agency, contractors, sub-contractors, consultants and other workers inclusive of any and all 3rd parties ("Authorized Personnel") involved in military recruitment activities on behalf of the **US NAVY RECRUITING COMMAND**.

Data sets provided by JAMRS to the **US NAVY RECRUITING COMMAND** and/or its authorized personnel at the program/product level include:

- High School Master Files (HSMF)
- Selective Service System (SSS) Registrant Files
- College Files
- Joint Leads Fulfillment (JLF; responder) Files
- Permanent Suppression Files
- DMDC Suppression Files

The **US NAVY RECRUITING COMMAND** and its authorized personnel, as identified above, must comply fully with the Privacy Act of 1974 (5 U.S.C. §552a) and all the following terms and conditions of usage:

- The **US NAVY RECRUITING COMMAND** shall accept full responsibility and take whatever steps are necessary to ensure that all JAMRS-provided data is secure and sufficiently protected from unauthorized disclosure or use.
- JAMRS data is only to be used for the singular, express purpose of military recruiting.
 - Anyone who, with or without proper authorization, knowingly accesses, obtains, uses or discloses the personal information contained in a JAMRS-provided record for a use other than to carry out authorized recruitment oriented functions, may be subject to criminal prosecution and/or may be liable for civil penalties.
- Access to JAMRS-provided data is to be granted only to authorized personnel involved in the process of military recruitment.
 - User IDs, Passwords, etc., should be safeguarded using appropriate measures.

- Downloading JAMRS-provided data to discs, cartridges, any portable mediums, etc... is strictly prohibited.
- Data provided by JAMRS is not to be resold, exchanged, shared, given, transferred, etc... to any "outside" or unauthorized 3rd party, etc., under any circumstances. Data obtained from JAMRS may not be treated as public records.
- The Federal Driver's Privacy Protection Act of 1994, 18 U.S.C. §2721 et seq. ("DPPA"; see Attachment A) also regulates the terms and conditions of use of any driver data provided in JAMRS deliverables.
 - Driver data constitutes one source of HSMF data.
- The **US NAVY RECRUITING COMMAND** must maintain and keep current a list of names, titles and contact information for all authorized personnel who receive or who handle any JAMRS data. Upon request, the **US NAVY RECRUITING COMMAND** must be able to provide a copy of the list to JAMRS. The **US NAVY RECRUITING COMMAND** must immediately report to JAMRS any security breach or unauthorized access to any of their systems housing any JAMRS data.
- In addition, the DPPA requires that an authorized recipient of personal information obtained from motor vehicle records (DMVs), who discloses such information, must maintain for a period of 5 years, records identifying each person or entity that received the information. The permitted purpose for which the information will be used must also be maintained. The **US NAVY RECRUITING COMMAND** must make such records available upon request to the motor vehicle department from which the information was obtained.
- HSMFs and College Files provided by JAMRS have been coded with expiration dates indicative of how long the provided records may be used for marketing/mailing and analytic purposes. These dates must be strictly adhered to.
- Permanent Suppression data provided by JAMRS is to be used strictly and only for suppression purposes i.e. individuals in this data set should never be sent recruitment mailings nor should they be considered candidates for military service.

Upon the signing of this MOA, the **US NAVY RECRUITING COMMAND** will be responsible for enforcing full compliance with all of the above terms and conditions, as well as the DPPA where applicable, amongst all its authorized personnel who have access to JAMRS data.

US NAVY RECRUITING COMMAND SIGNATURE

I, the undersigned, am authorized on behalf of the **US NAVY RECRUITING COMMAND** to grant approval of and accept responsibility for adhering to the terms and conditions outlined above. I have read and fully understand this MOA. My signature signifies the **US NAVY RECRUITING COMMAND** acceptance of, and agreement to, all terms and conditions indicated herein.

US NAVY RECRUITING COMMAND REPRESENTATIVE - DEPARTMENT DIRECTOR

Name (print): [REDACTED] Title: DIRECTOR, ADVERTISING & MARKETING DEPARTMENT
Signature: [REDACTED] Date: 10/29/07

US NAVY RECRUITING COMMAND REPRESENTATIVE - DIRECT MARKETING

Name (print): [REDACTED] Title: Deputy Director Marketing Advertising Plans
Signature: [REDACTED] Date: 10/26/2007

JAMRS REPRESENTATIVE

Name (print): [REDACTED] Title: DM PD
Signature: [REDACTED] Date: 11/7/07